

07 C 6617

PROMISSORY NOTE

\$200,000

Chicago, Illinois

September 20, 2007

FOR VALUE RECEIVED, the undersigned, JOSEPH FLETCHER ("Maker"), residing at 4452 Ocean Height Court, Seaside, CA 93955 whose social security number is 091 58 0104, promises to pay to the order of FRANK L. DILEONARDO, JR., AS TRUSTEE OF THE FRANK L. DILEONARDO, JR. TRUST DATED FEBRUARY 19, 2003 and TIMOTHY N. TATUM (collectively, the "Holder") at 440 S. LaSalle Street, Suite 3100, Chicago, IL 60605 or at such other place as Holder may designate in writing to Maker, in lawful money of the United States of America, the principal amount of

Two Hundred Thousand and 00/100ths Dollars
(\$200,000.00)

plus interest at the rate of THIRTY FIVE PERCENT (35%) due on October 25, 2007, making the total payment, if paid by the due date, Two Hundred Seventy Thousand and 00/100ths Dollars (\$270,000.00). Any payments on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

To induce Holder to accept this Note, Maker further agrees that in the event Maker's business, Joe Fletcher Presents, sells 6,000 or more tickets to its event, Monterey Music Summit 2007, Holder is entitled to a bonus payment of \$25,000, in addition to the repayment of principal and interest due under this Note. Maker further agrees that this Note is to be paid in full prior to Maker making any payment to itself or any other partner of Joe Fletcher Presents from the principal or profit derived from the event Monterey Music Summit 2007.

Payment hereunder shall be timely made. All payments shall be deposited in the United States mail, postage prepaid, addressed to the holder of this Note at the address specified above. Any payments received hereunder shall be applied first to the payment of any expenses incurred by the holder hereof in collecting or enforcing its rights under this Note, then to the payment of accrued and unpaid interest, and the balance to the principal amount hereof then outstanding in inverse order of maturity.

Maker shall have the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Any prepayment of this Note shall be applied first to the payment of any expenses incurred by the holder of this Note in collecting or enforcing its rights under this Note, then to the payment of accrued and unpaid interest, and the balance to the principal amount hereof then outstanding in inverse order of maturity.

If for any reason Maker fails to make payment, Maker shall be in default. It is agreed that in the event of a default in the payment of any part of interest when due, or in the event of a default in the payment of any part of the principal hereof, shall cause the entire unpaid indebtedness evidenced hereby, together with accrued interest thereon, to become due and payable at once at the place of payment aforesaid at the election of the Holder, said election to be made at any time after such default has occurred, without notice.

EXHIBIT

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A.

If payment is not received by the Holder on or before its due date, Maker shall incur a late payment penalty of One Thousand and 00/100ths Dollars (\$1,000.00) per day until payment in full is received by Holder, provided, however, that nothing in the paragraph shall affect the accruing of interest at the rate set forth above due on any principal amount outstanding until paid. Maker represents and agrees that the proceeds of this Note will be used for business purposes only and that the principal obligation constitutes a business loan within the purview of the usury laws of the State of Illinois.

All payments under this Note shall be made without defense, set-off or counterclaim, free and clear of and without deduction for any taxes of any nature now or hereafter imposed.

This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to the choice of law provisions thereof. Any action, suit or proceeding to enforce or arising under this Note shall be brought in the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois, and Maker and the Holder hereby consent to the jurisdiction of either such court. The undersigned agrees to pay on demand all expenses incurred in connection with the expenses of collecting and enforcing this Note and any guarantee or collateral securing this Note, including, without limitation, expenses and fees of legal counsel, court costs and the cost of appellate proceedings.

No delay or omission by the Holder of this Note to exercise his rights under this Note shall impair any right or power of Holder hereunder or shall be construed to be a waiver of any default hereunder or any acquiescence therein. No waiver of any default shall be construed, taken or held to be a waiver, acquiescence in or consent to any further or succeeding default of the same nature.

Maker shall not assign or transfer or permit the assignment or transfer of this Note without the prior written consent of Holder. This Note shall be binding upon the Maker, his heirs, legal representatives, executors, administrators and permitted assigns.

Maker hereby expressly waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

Upon the death of Holder, the estate or trust of the deceased Holder shall succeed to the deceased Holder's rights under this Note. Holder may assign this Note without the consent of the Maker to a trust of which the Holder is the principal beneficiary, but to no other person or entity.

IN WITNESS WHEREOF, Maker has caused this Note to be duly executed as of the date first above written.



JOSEPH FLETCHER